

EXHIBIT 1

Summons

CIVIL DOCKET NO.

2405CV00590

Trial Court of Massachusetts
The Superior Court

CASE NAME:

Systematic Consulting Services, LLC

Plaintiff(s)

vs.

FISERV, INC.

Defendant(s)

Dennis P. McManus
WorcesterClerk of Courts
County

COURT NAME & ADDRESS:

Worcester Superior Court
225 Main Street
Worcester, MA 01608THIS SUMMONS IS DIRECTED TO FISERV, INC. (Defendant's name)

You are being sued. The Plaintiff(s) named above has started a lawsuit against you. A copy of the Plaintiff's Complaint filed against you is attached to this Summons and the original Complaint has been filed in the Court.

YOU MUST ACT PROMPTLY TO PROTECT YOUR RIGHTS

1. You must respond to this lawsuit in writing within 20 days.

If you do not respond, the Court may decide the case against you and award the Plaintiff everything asked for in the Complaint. You will also lose the opportunity to tell your side of the story. You must respond to this lawsuit in writing even if you expect to resolve this matter with the Plaintiff. **If you need more time to respond, you may request an extension of time in writing from the Court.**

2. How to Respond.

To respond to this lawsuit, you must file a written response with the Court and mail a copy to the Plaintiff's attorney (or the Plaintiff, if unrepresented). You can do this by:

- a) Filing your **signed original** response with the Clerk's Office for Civil Business, Court
(address), by mail, in person, or electronically through
the web portal www.eFileMA.com if the Complaint was e-filed through that portal, **AND**

- b) Delivering or mailing a **copy** of your response to the Plaintiff's attorney/Plaintiff at the following address:

3. What to Include in Your Response.

An "Answer" is one type of response to a Complaint. Your Answer must state whether you agree or disagree with the fact(s) alleged in each paragraph of the Complaint. Some defenses, called affirmative defenses, must be stated in your Answer or you may lose your right to use them in Court. If you have any claims against the Plaintiff (referred to as "counterclaims") that are based on the same facts or transaction described in the Complaint, then you must include those claims in your Answer. Otherwise, you may lose your right to sue the Plaintiff about anything related to this lawsuit. If you want to have your case heard by a jury, you must **specifically** request a jury trial in your Court no more than 10 days after sending your Answer.

A true copy Attest:

J. 31-24

3. (cont.) Another way to respond to a Complaint is by filing a "Motion to Dismiss," if you believe that the Complaint is legally invalid or legally insufficient. A Motion to Dismiss must be based on one of the legal deficiencies or reasons listed under **Rule 12 of the Massachusetts Rules of Civil Procedure**. If you are filing a Motion to Dismiss, you must follow the filing rules for "Civil Motions in Superior Court," available at:

www.mass.gov/law-library/massachusetts-superior-court-rules

4. Legal Assistance.

You may wish to get legal help from a lawyer. If you cannot get legal help, some basic information for people who represent themselves is available at www.mass.gov/courts/selfhelp.

5. Required Information on All Filings.

The "Civil Docket No." appearing at the top of this notice is the case number assigned to this case and must appear on the front of your Answer or Motion to Dismiss. You should refer to yourself as the "Defendant."

Witness Hon. Michael D. Ricciuti, Chief Justice on _____, 20____. (Seal)

Clerk 

Note: The docket number assigned to the original Complaint by the Clerk should be stated on this Summons before it is served on the Defendant(s).

PROOF OF SERVICE OF PROCESS

I hereby certify that on _____, I served a copy of this Summons, together with a copy of the Complaint in this action, on the Defendant named in this Summons, in the following manner (See Rule 4(d)(1-5) of the Massachusetts Rules of Civil Procedure):

Dated: _____

Signature: _____

N.B. TO PROCESS SERVER:

PLEASE ENTER THE DATE THAT YOU MADE SERVICE ON THE DEFENDANT IN THIS BOX - BOTH ON THE ORIGINAL SUMMONS AND ON THE COPY OF THE SUMMONS SERVED ON THE DEFENDANT.

Date:

2024 7689

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS

SUPERIOR COURT
CIVIL ACTION NO.:

SYSTEMATIC CONSULTING SERVICES, INC.
Plaintiff

v.

FIRST DATA MERCHANT SERVICES, LLC.
Défendant

FISERV, INC.
Defendant

COMPLAINT

INTRODUCTION

This is a civil action involving a Massachusetts Corporation that entered into an agreement with First Data Merchant Services, LLC. and its proxy, FISERV, Inc. On or about July 20, 2023, wherein the parties agreed that defendants would receive payments from various clients of Plaintiff and process said payments in the normal course of the contracted services. After several months of processing various transaction on behalf of the plaintiff, defendants without notice to plaintiff ceased from processing all plaintiff's transactions. The defendants' claim that processing plaintiff's transactions became categorically, a "risk" and defendants' decision to sequester the plaintiff's duly earned funds into a holding account solely controlled by the defendants. Plaintiff made numerous, even daily, attempts to learn of the "risk" assessment its processing posed, and to learn of any non-compliance or irregularity of any transactional

processing history that triggered the hold on the services contracted for. To date, defendants have not articulated any violation of any policy or cited any transactional irregularity that triggered the hold and sequestration of plaintiff's monies. Further, defendants have demanded plaintiff to file debilitating refund forms to return monies defendant received and have refused to process to plaintiff causing negative history ramifications to plaintiff's credit history and otherwise negative reference to what will no doubt effect plaintiff's business pursuits. Defendants'' provided Plaintiff with a form 1099K year-end 2023. Currently, Defendants will not release plaintiff's nearly \$60,000.00 claiming that plaintiff appeared to have risk attributed to plaintiff account activity, despite the alleged account activity well within the contract parameters. Plaintiff's account number is **REDACTED**

PARTIES

1. Systematic Consulting Services, Inc. ("SCS" or "Plaintiff"), is a domestic corporation organized under the laws and statutes of the Commonwealth of Massachusetts who's corporate headquarters are located at 507 Lancaster Street, Unit 4 , Leominster, MA 01453.
2. The Defendant, First Data Merchant Services, LLC. ("FDMS" or "Defendant"), is a foreign Corporation organized under the laws and statutes of the State of Georgia with an agent who's address is located at Corporation Service Company, 84 State Street, Boston, MA 02109.
3. The Defendant, FISERV, Inc. ("FISERV" or "Defendant"), is a foreign Corporation organized under the laws and statutes of the state of Wisconsin with an agent who's address is located at Corporation Service Company, 84 State Street, Boston, MA 02109.

FACTS

4. On or about July 20, 2023, Plaintiff entered into and agreement with First Data Merchant Services signing its Omaha Merchant Manual Services Program Guide (See Exhibit A) and submitted Plaintiff's Merchant Processing Application and Agreement on

or about July 20, 2023, wherein defendants agreed to receive plaintiff's client payments and process said payments and issue same to plaintiff. **(See Exhibit "B").**

5. On or about July 27, 2023, an email exchange between plaintiff's President, Jeremy Ethier ("Ethier") received an email from Michael Roux ("Roux") of Strategic Payment Systems ("SPS Processing") an affiliate of FDMS stating, *"Contracts on the approval"*. **(See Exhibit C)**
6. On or about July 24, 2023, Roux, of SPS Processing, informed Ethier that SCS was being required to complete additional paperwork as part of the protocol for receiving services.
7. On or about July 24, 2023, Ethier advised Roux, that Ethier had in fact provided all of the documentation Roux had requested. **(See Exhibit "D").**
8. On or about October 9, 2023, Roux's supervisor, Todd Stevens ("Steven") , emailed Roux and directed Roux to inform Ethier that, *"this merchant (SCS) is under review and to ask [Ethier] to provide the answers and supporting information"*. **(See Exhibit "E").**
9. On or about October 9, 2023 Merchant Services Risk Management's Credit Risk manager wrote to Todd Stevens notifying Stevens that *"this merchant account is currently under review due to unusual account activity. The Risk Monitoring Team has identified the merchant (SCS) has processed a sale larger than normal or an increase in volume."* **(See Exhibit "F").**
10. On or about October 10, 2023, Stevens responded to Merchant Services Risk Monitoring and cc'ed Roux wherein Stevens states, *"These transactions are well within the underwritten assumptions of the MPA. We also submitted the merchant's P & L and balance sheet as part of the approval process. This should be normal processing activity for this merchant. Please let me know if you need anything else."* **(See Exhibit "G").**
11. On or about October, Plaintiff Ethier contacted Defendants and demanded the monies the defendants were holding and refused to release to plaintiff.
12. On or about October, Defendants contacted Plaintiff and informed that Plaintiff must fill out refund documents that would authorize the release of funds defendants were holding to allow defendants to refund the plaintiff's clients.

13. On or about October, Plaintiff informed the defendants that he would not participate in the release of funds back to the defendants who had previously provided notice and authorization to release the funds being held by one of more of the Defendants.

COUNTS BEFORE THIS COURT

COUNT I

(BREACH OF CONTRACT)

14. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 13 (thirteen), as it is expressly set forth hereinafter.
15. The parties entered into an agreement supported by valid consideration;
16. The Plaintiff performed his obligation to contract by providing compliance with all the terms of the agreement between the parties and paying in full the invoiced amounts.
17. The Defendants' have breached the agreement; and
18. Plaintiff has suffered substantial and resulting damages from Defendant's breach.

COUNT II

(NEGLIGENT MISREPRESENTATION)

19. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 18 eighteen), as it is expressly set forth hereinafter.
20. Defendant engaged in trade or commerce with Plaintiff through its contractual agreement to provide transactional process according to the terms of the parties agreement wherein the Defendant received consideration.
21. Defendants' actions are the proximate cause of Plaintiff's damages and has engaged in deceitful business practices as defined by M.G.L. c. 93A.
22. Plaintiff has been damaged by Defendants' action and Defendant has failed to timely respond to plaintiff's numerous calls and emails to Defendants.

COUNT III
(VIOLATION OF C. 93A)

23. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 22 (twenty- two), as it is expressly set forth hereinafter.
24. Defendant engaged in trade or commerce with Plaintiff through its contractual agreement in the trade or commerce with Plaintiff where the Defendant received consideration.
25. Defendant has engaged in deceitful business practices as defined by M.G.L. c. 93A.
26. Defendant has failed to timely respond to plaintiff's numerous calls to defendants.

COUNT IV
(NEGLIGENCE)

27. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 26 (twenty- six), as it is expressly set forth hereinafter.
28. The Defendant had a duty to provide transactional services as contracted with the Plaintiff.
29. The Defendant breached its duty to perform contractual services Defendant contracted with Plaintiff to perform, in a matter relied upon, the representations of the Defendant and acted thereon.
30. The Defendant's actions are the proximate cause of Plaintiff's injuries and damages.
31. The Plaintiff was damaged by the Defendants' actions.

CONCLUSION

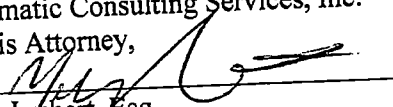
WHEREAS, Plaintiff prays judgment against Defendants, and each of them: In an amount that will fairly and adequately compensate Plaintiff (Systemic Consulting Services, Inc.), fair compensation for all counts: Breach of Contract, Negligent Misrepresentation, Violation of

M.G.L. c. 93A, Negligence and all other damages recoverable together with interest, costs, and other such relief as this Honorable Court may deem appropriate; including, but not limited to:

- A. Judgment in Plaintiff's favor on each count;
- B. Compensatory damages;
- C. Exemplary, enhanced, double, and/or treble damages;
- D. For general damages according to law and proof;
- E. For special damages according to law and proof;
- F.. For statutory damages;
- G. For treble damages pursuant to;
- H. For punitive damages;
- I. For prejudgment interest according to law;
- J. For costs of suit;
- K. For attorney's fees as allowed by law;
- L. For such other and further relief as the court may deem proper.

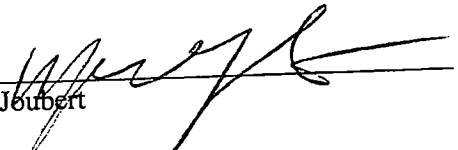
PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS

The Plaintiff,
Systematic Consulting Services, Inc.
By His Attorney,


Mark Joubert, Esq.
BBO#653325
P.O. Box 122
Spencer, MA 01562
Phone: (508)797 -0606
Email: mrjoubertesq25@Gmail.com

CERTIFICATE OF SERVICE

I, Mark Joubert, Attorney for the Plaintiff, hereby certify that this day I served a copy of the following document to the Defendant and was sent first class mail, postage prepaid, and/or electronic mail, to the defendants on this date.


Mark Joubert

Dated: May20, 2024

EXHIBIT

A

Part 1: Confirmation Page

Processor Information:

Name: **First Data Merchant Services LLC**Address: **4000 NW 120th Avenue, Coral Springs, FL 33065**URL: **merchants.fiserv.com**Customer Service #: **1-800-858-1166**

Please read the program guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **In consideration of the Services** provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial 3 year term, you will be responsible for the payment of an early termination fee as set forth in Part 4, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.
9. **For questions or concerns** regarding your merchant account, contact customer service at the number located on your Merchant Services Statement.

10. Payments Network Disclosure

Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Payments Network thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Payments Network Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download **Visa Regulations** from Visa's website at: <https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-public.pdf>.
- g) You may download **Mastercard Regulations** from Mastercard's website at: <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>.
- h) You may download **American Express Merchant Operating Guide** from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name:

SYSTEMATIC CONSULTING SERVICES INC

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 54 pages including this Confirmation Page and the applicable Third Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

No alterations or strike-outs to the program terms and conditions will be accepted.

Client's Principal Signature:
(Please sign below)

X

Jeremy Ethier

Please Print Name of Signer

Manager

Title

07/20/2023

Date

EXHIBIT

B

O_WF_R_2604 **MERCHANT PROCESSING APPLICATION AND AGREEMENT** O_WF_R_2604

Sales Office _____ Print Sales Rep Name Mike Roux Sales ID# 7016
 Merchant Number _____ Sales Rep. Signature _____ Phone #: 978-337-7126

Page 1 of 7

1. BUSINESS INFORMATION

Client's Business Name (Doing Business As): SYSTEMATIC CONSULTING SERVICES		Client's Corporate/Legal Name (Use Also For Headquarter's Information): SYSTEMATIC CONSULTING SERVICES INC	
Business Address: 507 LANCASTER STREET		Billing Address (If Different Than Location Address):	
City: LEOMINSTER	State: MA	Zip: 01453	City: _____ State: _____ Zip: _____
Location Phone #: 978-399-9892		Location Fax #:	
Business E-mail Address: jeremy@systematicconsultingservices.com		Contact Name: Jeremy Ethier	
Business Website Address: http://systematicconsultingservices.com/		Contact Fax # / E-mail Address:	
Date Business Started: 01/2016		Contact Phone #:	
Customer Service Phone #:		Customer Service E-mail Address:	
Send Retrieval Requests to: Send Merchant Monthly Statement to: <input checked="" type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		Statement Delivery Method: (choose one) <input type="checkbox"/> Print and Mail <input checked="" type="checkbox"/> Online via AccessOne	
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: _____	
<input checked="" type="checkbox"/> CORPORATION - CHAPTER S, C State: MA		<input type="checkbox"/> GOVERNMENT (Federal, State, Local)	
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> INTERNATIONAL ORGANIZATION	
Name (as it appears on your income tax return; if Sole Proprietor, must include middle initial) SYSTEMATIC CONSULTING SERVICES INC		FEDERAL TAX ID # (as it appears on your income tax return)	
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)		<input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____	
*SIC/MCC: _____		<input type="checkbox"/> PARTNERSHIP State Filed: _____	
Final Auth. Indicator: <input type="checkbox"/> 0 (Pre Auth.) <input type="checkbox"/> 1 (Final Auth.)		IATA/ARC: _____ (MCC 4722 Only)	
Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841, then registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or Mastercard regulations.		<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)	
1. Registration for MCC 7841 is only required for non-face-to-face adult content.			
2. Information herein, including applicable MCCs, is subject to change.			
Detailed Explanation of Type of Merchandise, Products or Services Sold: Project & Process Consulting			

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS

<p>1. Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential</p> <p>2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Shopping Area <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated <input type="checkbox"/> Door-to-Door <input type="checkbox"/> Flea Market <input type="checkbox"/> Other</p> <p>3. How many employees: _____</p> <p>4. How many registers/Terminals: _____</p> <p>5. Is proper license visible? <input type="checkbox"/> Yes <input type="checkbox"/> No, explain: _____</p> <p>6. Where is the merchant name displayed at the site? <input type="checkbox"/> Window <input type="checkbox"/> Door <input type="checkbox"/> Store Front</p> <p>7. Merchant Occupies: <input type="checkbox"/> Ground Floor <input type="checkbox"/> Other: _____</p> <p>8. # of Floors/Levels: <input type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+</p> <p>9. Remaining Floor(s) Occupied by: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Combination <input type="checkbox"/> None</p> <p>10. Approximate Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 plus</p> <p>11. Are customers required to leave a deposit? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, % of deposit required: _____%</p> <p>12. Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None</p>	<p>13. Do you have a refund policy for Mastercard/Visa/Discover Network-PayPal/American Express OptBlue Sales? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check one: <input type="checkbox"/> Exchange <input type="checkbox"/> Mastercard/Visa/Discover Network-PayPal/ <input type="checkbox"/> Store Credit American Express OptBlue Credit If Mastercard/V/Discover Network-PayPal/American Express OptBlue Credit, within how many days do you submit credit transactions? <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14</p> <p>14. Advertising Method (Attach at least one): <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.</p> <p>15. Previous Processor: _____</p> <p>16. Check Reason For Leaving: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: _____</p> <p>17. Does your business offer products and/or services to customers through a mobile application: <input type="checkbox"/> Yes <input type="checkbox"/> No If so, list name of mobile application: _____</p>
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Mail / Telephone Order / Business to Business / Internet Information
(All Questions must be Answered)

1. What is the time frame from transaction to delivery? (% of orders delivered in):
 0-7 days _____ % + 8-14 days _____ % + 15-30 days _____ % + 31-90 days _____ % + 91-180 days _____ % + over 180 days _____ % = 100%
2. Mastercard/Visa/Discover Network-PayPal/American Express OptBlue sales are deposited (check one):
☐ Date of order ☐ Date of delivery ☐ Other (specify): _____
3. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? ☐ Yes ☐ No

O_WF_R_2604

Merchant Initials: JLE

DBA Name: **SYSTEMATIC CONSULTING SERVICES**

Merchant #:

O_WF_R_2604

3. OWNERS / PARTNERS / OFFICERS											
Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who otherwise has significant responsibility to control, manage, or direct your business.											
OWNER / PARTNER / OFFICER 1					OWNER / PARTNER / OFFICER 2						
Name: (First, MI, Last) Jeremy Ethier				% Ownership: 100	Name: (First, MI, Last)				% Ownership:		
Title: Manager		Telephone #: 978-399-9892			Title:		Telephone #:				
Home Address: (No P.O. Box) 143 Runnells Bridge Road					Home Address: (No P.O. Box)						
City: Hollis		State: NH	Zip: 03049	Country: USA	City:		State:	Zip:	Country:		
D.O.B.:		Social Security #:			D.O.B.:		Social Security #:				
Redacted		Redacted			D.O.B.:		Social Security #:				
DL #:		State: NH			DL #:		State:				
Redacted					DL #:		State:				
OWNER / PARTNER / OFFICER 3					OWNER / PARTNER / OFFICER 4						
Name: (First, MI, Last)				% Ownership:	Name: (First, MI, Last)				% Ownership:		
Title:		Telephone #:			Title:		Telephone #:				
Home Address: (No P.O. Box)					Home Address: (No P.O. Box)						
City:		State:	Zip:	Country:	City:		State:	Zip:	Country:		
D.O.B.:		Social Security #:			D.O.B.:		Social Security #:				
DL #:		State:			DL #:		State:				
4. SETTLEMENT INFORMATION											
Deposit Bank:					Deposit Account #:						
Transit/ABA #:											
ACH Detail Flag: <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Combined <input type="checkbox"/> Separate (defaults to Combined if option not selected)											
5. TRANSACTION INFORMATION											
FINANCIAL DATA								WHERE IS SALE TRANSACTED? (Must = 100%)			
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)		\$ 2000000		Avg. Mastercard/Visa/Discover Network-PayPal Ticket (Estimate If Never Processed In Past)		\$ 125,000		Store Front/Striped		0%	
Average YEARLY Mastercard/Visa Volume		\$ 80000		Avg. American Express OptBlue Ticket (Estimate If Never Processed In Past)		\$ 125,000		Internet		0%	
Average YEARLY Discover Network-PayPal Volume		\$ 10000		Highest Ticket Amount		\$ 250,000		Mail Order		0%	
Average YEARLY American Express OptBlue Volume		\$ 1500000						Telephone Order		100%	
Seasonal? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		High Volume Months Open:						Total		100%	
6. GRID INFORMATION - INTERNAL USE ONLY											
AUTHORIZATION GRID ID #: 110			USER DEFINED GRID ID #:			MFC GRID ID: 1566SY01			8-pos. Alpha/Numeric		
Mastercard TIERED GRID ID		8-pos. Alpha/Numeric	Visa TIERED GRID ID		8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal TIERED GRID ID		8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue TIERED GRID ID		8-pos. Alpha/Numeric
Mastercard CREDIT MPG ID		8-pos. Alpha/Numeric	Visa CREDIT MPG ID		8-pos. Alpha/Numeric	DISCOVER NETWORK-PayPal CREDIT MPG ID		8-pos. Alpha/Numeric	AMERICAN EXPRESS OptBlue CREDIT MPG ID		8-pos. Alpha/Numeric
Mastercard DEBIT MPG ID		8-pos. Alpha/Numeric	Visa DEBIT MPG ID		8-pos. Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID		8-pos. Alpha/Numeric			
7. SERVICE FEE SCHEDULE											
Accept all Mastercard, Visa, Discover Network and American Express OptBlue Transactions (presumed, unless any selections below are checked)											
Mastercard			Visa			Discover Network			American Express OptBlue		
<input type="checkbox"/> Mastercard Credit Transactions			<input type="checkbox"/> Visa Credit Transactions			<input type="checkbox"/> Discover Network Credit Transactions			<input type="checkbox"/> American Express Credit Transactions		
<input type="checkbox"/> Mastercard Non-PIN Debit Trans.			<input type="checkbox"/> Visa Non-PIN Debit Trans.			<input type="checkbox"/> Discover Network Non-PIN Debit Trans.					
						Discover Network-PayPal					
						<input type="checkbox"/> Discover Network-PayPal Credit Transactions					
<input checked="" type="checkbox"/> Discount Collected <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Monthly											

O_WF_R_2604

Merchant Initials: JLE

O-WF-R-2604

O-WF-R-2604

O-WF-R-2604

O-WF-R-2604

O-WF-R-2604

O-WF-R-2604

O-WF-R-2604

O-WF-R-2604

O-WF-R-2604

DBA Name: **SYSTEMATIC CONSULTING SERVICES**

Merchant #:

O_WF_R_2604

7. SERVICE FEE SCHEDULE (cont'd)**Miscellaneous Fees (cont'd)**

Mastercard License Fee (Per Sales Item) \$ _____ (Sales Volume) _____ % (Flat Rate) \$ _____		<input type="checkbox"/> Monthly <input type="checkbox"/> Annually in December	
Visa Proc Fee (Per Item) \$ _____	Mastercard Proc Fee (Per Item) \$ _____	Visa BIN Fee (Per Item) \$ _____	Mastercard ICA Fee (Per Item) \$ _____
Pass Visa Fixed Acquirer Network Fee (FANF) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa FANF Card Present Upcharge (Flat Rate) \$ _____	Visa FANF Card Not Present Upcharge (Flat Rate) \$ _____	
Pass Visa Acquirer Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Misuse of Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Zero Floor Limit Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Int'l Acquirer Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Mastercard Acquirer Support Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Cross Border Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Data Usage Charge <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Acq ISA Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Discover Int'l Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Int'l Service Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Network Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Nat'l Acquirer Brand Usage (NABU) Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Authorization & Capture Transaction Fees**First Data Payeezy Gateway Services**

Mastercard/Visa Auth & Capture Fee: \$ _____ (per item)	<input type="checkbox"/> Payeezy Gateway Participation
Discover Network PayPal Auth & Capture Fee: \$ _____ (per item)	Payeezy Gateway Effective Date: _____
American Express OptBlue Auth & Capture Fee: \$ _____ (per item)	Payeezy Gateway One Time Setup Fee \$ _____ (one time)
American Express Pass Through (existing) SE #: _____	Payeezy Gateway Monthly Fee \$ _____ (monthly)
Voice Authorization \$ _____ (per item)	Payeezy Gateway Auth Fee \$ _____ (per item)
Electronic AVS Fee \$ _____ (per item)	Payeezy Gateway AVS Fee \$ _____ (per item)
Voice AVS Fee \$ _____ (per item)	Payeezy PayPal Auth Fee \$ _____ (per item)
ARU Fee \$ _____ (per item)	Payeezy PayPal Sale Fee \$ _____ (per item)
	Payeezy PayPal Return Fee \$ _____ (per item)

First Data Payeezy Gateway Services Telecheck

Payeezy Gateway Telecheck Auth Fee \$ _____ (per item)	Payeezy Gateway Telecheck Deposit Fee \$ _____ (per item)	Payeezy Gateway Telecheck Adjustment Fee \$ _____ (per item)
--	---	--

User Defined Grid Fees**TIN/TFN & Regulatory Product Fees**

Wireless Monthly Service Fee \$ _____	Supplies: \$ _____	Reg. Product Fee (Monthly) \$ _____
AccessOne Fee \$ _____	Other: \$ _____	TIN/TFN Invalid (Monthly) \$ _____
Customer Service Fee \$ _____	Other: \$ _____	Website Usage (Per Item) \$ _____
Debit Access Fee \$ _____	Other: \$ _____	

Merchant Fee Control Grid Fees

Annual Fee \$ _____	Other: PCI Compliance \$ _____	Other: \$ _____
Month _____	<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually Month October	<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input type="checkbox"/> Annually Month _____

Commercial Card Interchange Service Fee **75 %** (See Program Guide for details regarding Commercial Card Interchange Service.)

Pass Visa BIN/ICA Fee (Note: this fee can be used for Shared Systems Only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa BIN/ICA Fee Upcharge (Per Item) \$ _____
Pass Visa Staged Digital Wallet Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Staged Digital Wallet Fee Upcharge (Per Item) \$ _____
Pass Visa B2B Virtual Service Fees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa File Transmission Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa File Transmission Transaction Fee Upcharge (Per Item) \$ _____
Pass Visa Acquirer Credit Voucher Data Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Credit Voucher Data Processing Fee Upcharge (Per Item) \$ _____
Pass Visa Acquirer Data Processing International Return Fee Credit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Credit Upcharge (Per Item) \$ _____
Pass Visa Acquirer Data Processing International Return Fee Debit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Debit Upcharge (Per Item) \$ _____
Pass Visa AFD Non Participation Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa AFD Non Participation Fee Upcharge (Per Item) \$ _____
Pass Visa International Acquirer Processing Fee Credit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa International Acquirer Processing Fee Debit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Account Verification International, Credit and Debit Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa APF Domestic Debit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF Domestic Credit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa APF International Debit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF International Credit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Data Consistency Domestic Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Excessive Auth Attempts Domestic & Cross Border Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Fallback US Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Fallback US Fee Upcharge (Per Item) \$ _____
Pass Visa Network Acquirer Processing (NAPF) Reversal Fees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa Consumer BillPay Participation Fee (Per Item) \$ _____	Visa Consumer BillPay Participation Fee Upcharge (Per Item) \$ _____
Pass Visa Never Approve Reattempt Fees US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa Address Verification Fee US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Address Verification Service Fee US Upcharge (Per Item) \$ _____
Pass Visa Integrity Detail Report Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Integrity Detail Report Fee Upcharge (Per Item) \$ _____
Pass Visa Recurring Auth Decline Fee US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Recurring Auth Decline Fee US Upcharge (Per Item) \$ _____
Pass Visa Base 2 Returned Item Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Base 2 Returned Item Fee Upcharge (Per Item) \$ _____
Pass Visa Manual Cash Switch Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Manual Cash Switch Fee Upcharge (Per Item) \$ _____

O_WF_R_2604

Merchant Initials: **JLE**

DBA Name: **SYSTEMATIC CONSULTING SERVICES**

Merchant #: _____

O_WF_R_2604

7. SERVICE FEE SCHEDULE (cont'd)

O_WF_R_2604		Merchant Fee Control Grid Fees (cont'd)	
Pass Visa Magnetic Stripe Contactless Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Magnetic Stripe Contactless Fee Upcharge	(Per Item) \$ _____
Pass Visa CVV2 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa CVV2 Fee Upcharge	(Per Item) \$ _____
Pass Visa Estimated Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Estimated Auth Fee Upcharge	(Sales Volume) _____ %
Pass Visa Incremental Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Incremental Auth Fee Upcharge	(Sales Volume) _____ %
Pass Discover Card Account Verification Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Card Account Verification Fee Upcharge	(Per Item) \$ _____
Pass Discover Network Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Network Auth Fee Upcharge	(Per Item) \$ _____
Pass Discover Program Integrity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Program Integrity Fee Upcharge	(Per Item) \$ _____
Pass Discover Account Verification Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Account Verification Service Fee Upcharge	(Per Item) \$ _____
Pass Discover Address Verification Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Address Verification Service Fee Upcharge	(Per Item) \$ _____
Pass Discover Digital Investment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Digital Investment Fee Upcharge	(Sales Volume) _____ %
Pass Discover Ticket Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Ticket Retrieval Fee Upcharge	(Per Item) \$ _____
Pass Discover Dispute Fee	(Per Item) \$ _____	Discover Retrieval Fee	(Per Item) \$ _____
Pass PayPal Participation Authorization Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PayPal Participation Authorization Fee Upcharge	(Sales Volume) _____ %
Pass American Express OptBlue Access Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass American Express OptBlue Network Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Network Fee Upcharge	(Sales Volume) _____ %
Pass American Express OptBlue Acquirer Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Acquirer Transaction Fee Upcharge	(Per Item) \$ _____
Pass American Express OptBlue Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Dispute Fee Total	(Per Item) \$ _____
Pass American Express OptBlue Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Retrieval Fee Total	(Per Item) \$ _____
Pass American Express OptBlue Program Continuation Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Processing Integrity Fee Pre Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Pre Auth Upcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Fee Undefined Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Undefined Auth Upcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Fee Final Auth %	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Processing Integrity Fee Final Auth Minimum Per Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pass Mastercard Processing Integrity Message Format Error Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Message Format Error Fee Upcharge	(Per Item) \$ _____
Pass Mastercard Processing Integrity Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Image Fee Upcharge	(Per Item) \$ _____
Pass Mastercard BIN/ICA Fee (Note: this fee can be used for Shared Systems Only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard BIN/ICA Fee Upcharge	(Per Item) \$ _____
Pass Mastercard Kilobyte Clearing US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Kilobyte Clearing US Fee Upcharge	(Per Item) \$ _____
Pass Mastercard Installment Purchase A, B and Refund A Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Decline Service Fee US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Decline Service Fee US Upcharge	(Per Item) \$ _____
Pass Mastercard Kilobyte Auth US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Kilobyte Auth US Fee Upcharge	(Per Item) \$ _____
Pass Mastercard ICA AVS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ICA AVS Fee Upcharge	(Per Item) \$ _____
Pass Mastercard Digital Enablement Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Digital Enablement Fee Upcharge	(Sales Volume) _____ %
Pass Mastercard Business to Business US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Business to Business US Fee Upcharge	(Sales Volume) _____ %
Pass Mastercard SecureCode Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard SecureCode Transaction Fee Upcharge	(Flat Rate) \$ _____
Pass Mastercard Location Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Location Fee Upcharge	(Flat Rate) \$ _____
Pass Mastercard ACQ Interchange Downgrade Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Interchange Downgrade Fee Upcharge	(Per Item) \$ _____
Pass Mastercard Excessive Auth Attempts US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Excessive Auth Attempts US Fee Upcharge	(Per Item) \$ _____
Pass Mastercard ACQ Freight Program Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Freight Program Fee Upcharge	(Sales Volume) _____ %
Pass Mastercard Credential Continuity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Credential Continuity Fee Upcharge	(Per Item) \$ _____
Pass Mastercard Nominal Auth Amount US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Nominal Auth Amount US Fee Upcharge	(Per Item) \$ _____
Pass Mastercard Merchant Advice Code US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Merchant Advice Code US Fee Upcharge	(Per Item) \$ _____
Pass Retrieval Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Received Fax/Mail Fee Upcharge	(Per Item) \$ _____
Pass Chargeback Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Received Fax/Mail Fee Upcharge	(Per Item) \$ _____
Pass Retrieval Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Outgoing Fax/Mail Fee Upcharge	(Per Item) \$ _____
Pass Chargeback Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Outgoing Fax/Mail Fee Upcharge	(Per Item) \$ _____
Pass Visa Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept/No Accept Fee Upcharge	(Per Item) \$ _____
Pass Visa Accept 0-20 US Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept 0-20 US Fees Upcharge	(Per Item) \$ _____

O_WF_R_2604

Merchant Initials: JLE

O_WF_R_2604

Merchant Initials: JLE

CONTINUED ON NEXT PAGE

Wireless Monthly Service Fee		(Flat Rate) \$
Platform Access Monthly Fee		(Flat Rate) \$
Main Street Insights Fee (per MID)		(Flat Rate) \$
Clover Go Monthly Fee (per MID)		(Flat Rate) \$
Clover Non-Swiped Authorization Fee		(Per Item) \$
Wireless Activation Fee		(Flat Rate) \$
Clover Fees		
Pass PCI Non Compliance Fee (Monthly)		(Flat Rate) \$
Data Protection Only		(Flat Rate per month) \$
PCI Rapid Comply (Compliance) & Liability Waiver		(Flat Rate per month) \$
Clover Security Plus		(Flat Rate per month) \$
PCI Rapid Comply		(Flat Rate per month) \$
Merchant Opted Out		(Flat Rate per month) \$
Clover Security Essentials		(Flat Rate per month) \$
TransArmor Terminal		(Flat Rate) \$
Security & Compliance Fees		
Other Fees		(Other) \$
Pass Ingenico Monthly Mgt Fee		(Flat Rate) \$
Pass NACHA Unauthorized Entry Fee		(Per Item) \$
Pass STAR Token Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Interlink EMV Fallback Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Interlink System Integrity Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Culiance Network Annual Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Accel Debit Network Annual Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass NYCE Debit Network Annual Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Pulse Debit Network Annual Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass STAR Debit Network Annual Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass American Express Late Response to Dispute Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Discover Late Response to Dispute Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Mastercard Late Response to Dispute Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Late Response to Dispute Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Pre-Compliance Image Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Dispute Image Visa DMS Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Dispute Image Mastercard DMS Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Dispute Case Mastercard DMS Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass American Express Accept/No Accept Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Discover Lost Case Filing Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Mastercard Lost Case Filing Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Mastercard Prearbitration Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Prearbitration with Qualified Remedy Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Dispute Accept 21-25 Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Dispute No Acceptance Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Retrieval Fulfillment Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Retrieval Non-Fulfillment Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Auto Acceptance Fee		(Per Item) \$
Merchant Fee Control Grid Fees (cont'd)		
Pass Visa Merchant Response 0-20 Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Merchant Response 21-25 Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Merchant Response 26-30 Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Case Filing Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pass Visa Lost Case Filing Fee		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7. SERVICE FEE SCHEDULE (cont'd)		
O_WF_R_2604		

DBA Name: SYSTEMATIC CONSULTING SERVICES

Merchant #:

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Q WF R 2604

EXHIBIT

C

Cc: Jeremy Ethier <jeremy@sscstom.com>, Jennifer Ezzio <JEzzio@barkmainstreet.com>
Subject: Re: SYSTEMATIC CONSULTING SERVICES - New Application

Hi Jeremy,

Congrats on the approval!

As Joe said after the accounts cycles tonight he will send you the welcome email for Gateway (virtual terminal) setup. The NMI gateway cost is \$10 per month for the first 100 transactions per month are free, after that it would be \$.10 per transaction. The welcome email will send is available for 24 hrs so if you miss the window in a few days you can still get the link.

Welcome aboard!

Mike

Mike Rong

Systematic Consulting

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EXHIBIT

D

www.spsCreditCardProcessing.com

Sent from my iPhone

On Jul 24, 2023, at 8:43 PM, Mike Roux <mroux@spsprocessing.com> wrote:

Hi Jeremy,

Thank you for putting together the requested documents.

Best regards,

Mike

Mike Roux

Strategic Payment Systems

O-(781)828-2523

C-(978)337-7126

Mroux@spsprocessing.com

www.spsCreditCardProcessing.com

From: Jeremy Ethier <jeremy@sscseaston.com>

Sent: Monday, July 24, 2023 8:29 PM

To: Mike Roux <mroux@spsprocessing.com>; Jennifer Ezzi <JEzzi@sscseaston.com>

Cc: Joe Austin <jaustin@spsprocessing.com>

Subject: [External] Re: SYSTEMATIC CONSULTING SERVICES - NEW AGENCY

This Message has originated outside your organization, be cautious clicking links or attachments.
Sender: jeremy@sscseaston.com

Hi Mike,

Per your request, please see additional supporting documents.

Best,

Jeremy L.

Manager

(978) 337-7126

jeremy@sscseaston.com

EXHIBIT

E

Hi Jennifer and Jeremy,

Even though you provided lots of documents with the application they are now requesting the additional

1- NEED INTERIM 2023 BALANCE SHEET.

P&L 2022 & 2021 (you provided 2022 already). FINANCIALS AREN'T SUPPORTIVE OF RISK.

2- NEED LAST 3 MONTHS BUSINESS BANK STATEMENTS.

3- NEED LAST 3 MONTHS PROCESSING STATEMENTS. **ONCE INFO PROVIDED, I

WILL CALL SIGNER DUE TO ID ALERT ON CREDIT REPORT.

Mike

Mike Roux

Strategic Payment Systems

O-(781)828.2523

C-(978)337.7126

Mroux@spsProcessing.com

www.spsCreditCardProcessing.com

From: Joe Austin <jaustin@spsprocessing.com>

Sent: Monday, July 24, 2023 12:42 PM

To: Mike Roux <mroux@spsprocessing.com>; Jennifer Ezzio <JEzzio@bank.com>

Cc: Jeremy Ethier <jeremy@spscustom.com>

Subject: RE: SYSTEMATIC CONSULTING SERVICES - New Appro...

Sure Mike,

We submitted the following:

2021:

Form 9879-S Tax Return

Form 1120-S Tax Return

Form 1022-S Tax Return

Form 1042-S Tax Return

Form 1041-S Tax Return

Form 1043-S Tax Return

Form 1044-S Tax Return

Form 1045-S Tax Return

Form 1046-S Tax Return

Form 1047-S Tax Return

Form 1048-S Tax Return

Form 1049-S Tax Return

Form 1050-S Tax Return

Form 1051-S Tax Return

Form 1052-S Tax Return

Form 1053-S Tax Return

Form 1054-S Tax Return

Form 1055-S Tax Return

Form 1056-S Tax Return

EXHIBIT

F

Subject: FW: [External] [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

Hi Mike,

This merchant is under review. Please see the email below and ask the merchant to provide the answers and supporting documentation.

Thanks.

Todd Stevens
Strategic Payment Systems
888-332-9140

From: Merchant Services Risk Monitoring <SVC-CreditRiskManager@fiserv.com>
Sent: Monday, October 9, 2023 2:20 PM
To: Todd Stevens <tstevens@spsprocessing.com>; Jon Stevens <jstevens@spsprocessing.com>
Subject: [External] [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

This Message has originated outside your organization, be cautious clicking links or attachments.
Sender: svc-creditriskmanager@fiserv.com

Date: 10/09/2023

MID: 550594010304947
DBA: SYSTEMATIC CONSULTING SERVICES

Hello,

This merchant account is currently in review due to unusual account activity. The Risk Monitoring Team has identified the merchant has processed a sale larger than normal or an increase in volume. If you would like to handle the initial communication, please advise within the next 24 business hours. Otherwise, we will be contacting the merchant directly and requesting the following information:

- Reason for the large sale(s).
- A copy of the invoice(s) for the sale(s) in question.
- The cardholder's name, billing address, and contact phone number
- Delivery timeframe for product (s) / service (s).
- Last 3 months of bank statements
- Projection for future large sale activity.

TRANSACTION LIST
37674XXXXXX1002 24-SEP 59,670.10

37674XXXXXX1002 06-OCT 39,454.97

EXHIBIT

G

From: Mike Roux <mroux@spsprocessing.com>
Date: Friday, October 13, 2023 at 10:14 PM
To: Todd Stevens <tstevens@spsprocessing.com>, Jeremy Ethier <jeremy@scscustom.com>
Cc: Jeremy Ethier <jeremy@systematicconsultingservices.com>
Subject: Re: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

Hi Jeremy,

I just saw the email from Todd this evening but had your old address so I am forwarding to the email you provided me today.

Mike

Mike Roux
Strategic Payment Systems
O-(781)828.2523
C-(978)337.7126
Mroux@spsProcessing.com
www.spsCreditCardProcessing.com

Sent from my iPhone

On Oct 13, 2023, at 7:11 PM, Todd Stevens <tstevens@spsprocessing.com> wrote:

Hi Jeremy,

I was hoping to have news of a resolution by now, but that is not the case. The last news I received, which was about an hour ago is that they were trying to clear most of the reviews by the end of day but they are slammed. I am heading out now, but I will keep checking my email for any updates and will forward any if I receive them over the weekend.

Todd Stevens
Strategic Payment Systems
888-332-9140

From: Todd Stevens
Sent: Friday, October 13, 2023 10:31 AM
To: jeremy@systematicconsultingservices.com
Cc: Mike Roux <mroux@spsprocessing.com>
Subject: FW: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

Hi Jeremy,

I spoke with Mike Roux this morning and he informed me of your call with First Data regarding the Risk Review. I spoke to a First Data Customer Service Manager a few minutes ago and

forwarded her BOTH the email I sent to Risk on Tuesday morning with the information you provided along with the email your received with the additional 10+ questions.

Below is a copy of the email that I sent to Risk on Tuesday morning. Apparently, the rep you spoke with for some reason was unaware this information had already been provided. The Customer Service Manager was going to contact a Manager in Risk to try to get this review completed today. Unfortunately, First Data's Risk Team only responds to us via email and that is why I solicited the Customer Service Manager to intercede on our behalf. I will send you an update as soon as I have one.

I can understand and your frustration. I just want to assure you this miscommunication was not a result of SPS not providing the requested documentation. I apologize for the inconvenience and lack of communication.

Best regards,

Todd Stevens
Strategic Payment Systems
888-332-9140

Todd Stevens
Strategic Payment Systems
888-332-9140

From: Todd Stevens
Sent: Tuesday, October 10, 2023 10:48 AM
To: Merchant Services Risk Monitoring <SVC-CreditRiskManager@fiserv.com>
Cc: Mike Roux <mroux@spsprocessing.com>
Subject: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

The merchant's responses are below and the invoices and bank statements are attached. These transactions are well within the underwritten assumptions of the MPA. We also submitted the merchant's P&L and Balance Sheet as part of the approval process. This should be normal processing activity for this merchant.

Please let me know if you need anything else.

Thanks.

Todd Stevens
Strategic Payment Systems
888-332-9140

From: Andrew Pulsifer <andrew@systematicconsultingservices.com>
Sent: Monday, October 9, 2023 7:52 PM

To: Todd Stevens <tstevens@spsprocessing.com>; Jon Stevens <jstevens@spsprocessing.com>;
Mike Roux <mroux@spsprocessing.com>
Cc: Jeremy Ethier <jeremy@systematicconsultingservices.com>
Subject: [External] Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

This Message has originated outside your organization, be cautious clicking links or attachments.
Sender: andrew@systematicconsultingservices.com

Hello,

Reason for large sale: Our client has 5 properties. All of which are undergoing construction projects. We informed SPS that our transactions would be anywhere from \$10k to \$80k depending on completion of projects.

Copy of Invoices: please see attached compressed files.

Cardholder's Name, Address, Phone #:
Carolyn Applebury
234 Merriam Ave
Leominster, MA 01453
(617) 749-8831

Delivery Timeframe: Card is only charged once scope of work is completed or vendor requests a deposit for services to be rendered and with approval of the Owner.

Last 3-months bank statements: please see attached compressed file.

Projection future large sale activity: Like we stated when we opened the account, transactions will range from 10k-80k depending on completion of projects at multiple locations.

Let us know if there is anything else you need.

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS

SUPERIOR COURT
CIVIL ACTION NO.:

24CV590A

SYSTEMATIC CONSULTING SERVICES, INC.
Plaintiff

v.

FIRST DATA MERCHANT SERVICES, LLC.
Défendant

FISERV, INC.
Defendant

FILED

MAY 22 2024

ATTEST:

[Signature] CLERK

1

COMPLAINT

INTRODUCTION

This is a civil action involving a Massachusetts Corporation that entered into an agreement with First Data Merchant Services, LLC. and its proxy, FISERV, Inc. On or about July 20, 2023, wherein the parties agreed that defendants would receive payments from various clients of Plaintiff and process said payments in the normal course of the contracted services. After several months of processing various transaction on behalf of the plaintiff, defendants without notice to plaintiff ceased from processing all plaintiff's transactions. The defendants' claim that processing plaintiff's transactions became categorically, a "risk" and defendants' decision to sequester the plaintiff's duly earned funds into a holding account solely controlled by the defendants. Plaintiff made numerous, even daily, attempts to learn of the "risk" assessment its processing posed, and to learn of any non-compliance or irregularity of any transactional

processing history that triggered the hold on the services contracted for. To date, defendants have not articulated any violation of any policy or cited any transactional irregularity that triggered the hold and sequestration of plaintiff's monies. Further, defendants have demanded plaintiff to file debilitating refund forms to return monies defendant received and have refused to process to plaintiff causing negative history ramifications to plaintiff's credit history and otherwise negative reference to what will no doubt effect plaintiff's business pursuits. Defendants'' provided Plaintiff with a form 1099K year-end 2023. Currently, Defendants will not release plaintiff's nearly \$60,000.00 claiming that plaintiff appeared to have risk attributed to plaintiff account activity, despite the alleged account activity well within the contract parameters. Plaintiff's account number is **REDACTED**

PARTIES

1. Systematic Consulting Services, Inc. ("SCS" or "Plaintiff"), is a domestic corporation organized under the laws and statutes of the Commonwealth of Massachusetts who's corporate headquarters are located at 507 Lancaster Street, Unit 4 , Leominster, MA 01453.
2. The Defendant, First Data Merchant Services, LLC. ("FDMS" or "Defendant"), is a foreign Corporation organized under the laws and statutes of the State of Georgia with an agent who's address is located at Corporation Service Company, 84 State Street, Boston, MA 02109.
3. The Defendant, FISERV, Inc. ("FISERV" or "Defendant"), is a foreign Corporation organized under the laws and statutes of the state of Wisconsin with an agent who's address is located at Corporation Service Company, 84 State Street, Boston, MA 02109.

FACTS

4. On or about July 20, 2023, Plaintiff entered into and agreement with First Data Merchant Services signing its Omaha Merchant Manual Services Program Guide (See Exhibit A) and submitted Plaintiff's Merchant Processing Application and Agreement on

or about July 20, 2023, wherein defendants agreed to receive plaintiff's client payments and process said payments and issue same to plaintiff. **(See Exhibit "B").**

5. On or about July 27, 2023, an email exchange between plaintiff's President, Jeremy Ethier ("Ethier") received an email from Michael Roux ("Roux") of Strategic Payment Systems ("SPS Processing") an affiliate of FDMS stating, *"Contracts on the approval"*. **(See Exhibit C)**
6. On or about July 24, 2023, Roux, of SPS Processing, informed Ethier that SCS was being required to complete additional paperwork as part of the protocol for receiving services.
7. On or about July 24, 2023, Ethier advised Roux, that Ethier had in fact provided all of the documentation Roux had requested. **(See Exhibit "D").**
8. On or about October 9, 2023, Roux's supervisor, Todd Stevens ("Steven") , emailed Roux and directed Roux to inform Ethier that, *"this merchant (SCS) is under review and to ask [Ethier] to provide the answers and supporting information"*. **(See Exhibit "E").**
9. On or about October 9, 2023 Merchant Services Risk Management's Credit Risk manager wrote to Todd Stevens notifying Stevens that *"this merchant account is currently under review due to unusual account activity. The Risk Monitoring Team has identified the merchant (SCS) has processed a sale larger than normal or an increase in volume."* **(See Exhibit "F").**
10. On or about October 10, 2023, Stevens responded to Merchant Services Risk Monitoring and cc'ed Roux wherein Stevens states, *"These transactions are well within the underwritten assumptions of the MPA. We also submitted the merchant's P & L and balance sheet as part of the approval process. This should be normal processing activity for this merchant. Please let me know if you need anything else."* **(See Exhibit "G").**
11. On or about October, Plaintiff Ethier contacted Defendants and demanded the monies the defendants were holding and refused to release to plaintiff.
12. On or about October, Defendants contacted Plaintiff and informed that Plaintiff must fill out refund documents that would authorize the release of funds defendants were holding to allow defendants to refund the plaintiff's clients.

13. On or about October, Plaintiff informed the defendants that he would not participate in the release of funds back to the defendants who had previously provided notice and authorization to release the funds being held by one of more of the Defendants.

COUNTS BEFORE THIS COURT

COUNT I

(BREACH OF CONTRACT)

14. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 13 (thirteen), as it is expressly set forth hereinafter.
15. The parties entered into an agreement supported by valid consideration;
16. The Plaintiff performed his obligation to contract by providing compliance with all the terms of the agreement between the parties and paying in full the invoiced amounts.
17. The Defendants' have breached the agreement; and
18. Plaintiff has suffered substantial and resulting damages from Defendant's breach.

COUNT II

(NEGLIGENT MISREPRESENTATION)

19. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 18 eighteen), as it is expressly set forth hereinafter.
20. Defendant engaged in trade or commerce with Plaintiff through its contractual agreement to provide transactional process according to the terms of the parties agreement wherein the Defendant received consideration.
21. Defendants' actions are the proximate cause of Plaintiff's damages and has engaged in deceitful business practices as defined by M.G.L. c. 93A.
22. Plaintiff has been damaged by Defendants' action and Defendant has failed to timely respond to plaintiff's numerous calls and emails to Defendants.

COUNT III
(VIOLATION OF C. 93A)

- 23. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 22 (twenty- two), as it is expressly set forth hereinafter.
- 24. Defendant engaged in trade or commerce with Plaintiff through its contractual agreement in the trade or commerce with Plaintiff where the Defendant received consideration.
- 25. Defendant has engaged in deceitful business practices as defined by M.G.L. c. 93A.
- 26. Defendant has failed to timely respond to plaintiff's numerous calls to defendants.

COUNT IV
(NEGLIGENCE)

- 27. The Plaintiff repeats and re-alleges paragraphs 1 (one) through 26 (twenty- six), as it is expressly set forth hereinafter.
- 28. The Defendant had a duty to provide transactional services as contracted with the Plaintiff.
- 29. The Defendant breached its duty to perform contractual services Defendant contracted with Plaintiff to perform, in a matter relied upon, the representations of the Defendant and acted thereon.
- 30. The Defendant's actions are the proximate cause of Plaintiff's injuries and damages.
- 31. The Plaintiff was damaged by the Defendants' actions.

CONCLUSION


WHEREAS, Plaintiff prays judgment against Defendants, and each of them: In an amount that will fairly and adequately compensate Plaintiff (Systemic Consulting Services, Inc.), fair compensation for all counts: Breach of Contract, Negligent Misrepresentation, Violation of

M.G.L. c. 93A, Negligence and all other damages recoverable together with interest, costs, and other such relief as this Honorable Court may deem appropriate; including, but not limited to:

- A. Judgment in Plaintiff's favor on each count;
- B. Compensatory damages;
- C. Exemplary, enhanced, double, and/or treble damages;
- D. For general damages according to law and proof;
- E. For special damages according to law and proof;
- F.. For statutory damages;
- G. For treble damages pursuant to;
- H. For punitive damages;
- I. For prejudgment interest according to law;
- J. For costs of suit;
- K. For attorney's fees as allowed by law;
- L. For such other and further relief as the court may deem proper.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS


The Plaintiff,
Systematic Consulting Services, Inc.
By His Attorney,



Mark Joubert, Esq.
BBO#653325
P.O. Box 122
Spencer, MA 01562
Phone: (508)797 -0606
Email: mrjoubertesq25@Gmail.com

CERTIFICATE OF SERVICE

I, Mark Joubert, Attorney for the Plaintiff, hereby certify that this day I served a copy of the following document to the Defendant and was sent first class mail, postage prepaid, and/or electronic mail, to the defendants on this date.



Mark Joubert

Dated: May20, 2024

EXHIBIT

A

Part 1: Confirmation Page

Processor Information: Name: First Data Merchant Services LLC
 Address: 4000 NW 120th Avenue, Coral Springs, FL 33065
 URL: merchants.fiserv.com Customer Service #: 1-800-858-1166

Please read the program guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates** are assessed on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **In consideration of the Services** provided by us, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial 3 year term, you will be responsible for the payment of an early termination fee as set forth in Part 4, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.
9. **For questions or concerns** regarding your merchant account, contact customer service at the number located on your Merchant Services Statement.

10. Payments Network Disclosure

Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Payments Network thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Payments Network Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download **Visa Regulations** from Visa's website at: <https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-public.pdf>.
- g) You may download **Mastercard Regulations** from Mastercard's website at: <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>.
- h) You may download **American Express Merchant Operating Guide** from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name:

SYSTEMATIC CONSULTING SERVICES INC

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 54 pages including this Confirmation Page and the applicable Third Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

No alterations or strike-outs to the program terms and conditions will be accepted.

Client's Principal Signature:
(Please sign below)

X

Jeremy Ethier

Please Print Name of Signer

Manager

Title

07/20/2023

Date

EXHIBIT

B

O_WF_R_2604	MERCHANT PROCESSING APPLICATION AND AGREEMENT	O_WF_R_2604
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Sales Office _____ Print Sales Rep Name Mike Roux Sales ID # 7016
 Merchant Number _____ Sales Rep. Signature _____ Phone #: 978-337-7126

1. BUSINESS INFORMATION

Page 1 of 7

Client's Business Name (Doing Business As): SYSTEMATIC CONSULTING SERVICES			Client's Corporate/Legal Name (Use Also For Headquarter's Information): SYSTEMATIC CONSULTING SERVICES INC		
Business Address: 507 LANCASTER STREET			Billing Address (If Different Than Location Address):		
City: LEOMINSTER	State: MA	Zip: 01453	City:	State:	Zip:
Location Phone #: 978-399-9892		Location Fax #:		Contact Name: Jeremy Ethier	
Business E-mail Address: jeremy@systematicconsultingservices.com			Contact Fax # / E-mail Address:		
Business Website Address: http://systematicconsultingservices.com/			Contact Phone #:		
Date Business Started: 01/2016			Send Retrieval Requests to: <input checked="" type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		
			Send Merchant Monthly Statement to: <input checked="" type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		
Customer Service Phone #:		Customer Service E-mail Address:			
Statement Delivery Method: (choose one) <input type="checkbox"/> Print and Mail <input checked="" type="checkbox"/> Online via AccessOne					
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: _____		<input type="checkbox"/> GOVERNMENT (Federal, State, Local)	
<input checked="" type="checkbox"/> CORPORATION - CHAPTER S, C State: <u>MA</u>		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____		<input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____	
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____		<input type="checkbox"/> PARTNERSHIP State Filed: _____	
Name (as it appears on your income tax return; if Sole Proprietor, must include middle initial) SYSTEMATIC CONSULTING SERVICES INC			FEDERAL TAX ID # (as it appears on your income tax return)		<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

*SIC/MCC: _____ Final Auth. Indicator: ☐ 0 (Pre Auth.) ☐ 1 (Final Auth.) IATA/ARC: _____ (MCC 4722 Only)
 Note: If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841¹, then registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or Mastercard regulations.²
¹Registration for MCC 7841 is only required for non-face-to-face adult content.
²Information herein, including applicable MCCs, is subject to change.

Detailed Explanation of Type of Merchandise, Products or Services Sold:
Project & Process Consulting

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS

<p>1. Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential</p> <p>2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Shopping Area <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated <input type="checkbox"/> Door-to-Door <input type="checkbox"/> Flea Market <input type="checkbox"/> Other</p> <p>3. How many employees: _____</p> <p>4. How many registers/Terminals: _____</p> <p>5. Is proper license visible? <input type="checkbox"/> Yes <input type="checkbox"/> No, explain: _____</p> <p>6. Where is the merchant name displayed at the site? <input type="checkbox"/> Window <input type="checkbox"/> Door <input type="checkbox"/> Store Front</p> <p>7. Merchant Occupies: <input type="checkbox"/> Ground Floor <input type="checkbox"/> Other: _____</p> <p>8. # of Floors/Levels: <input type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+</p> <p>9. Remaining Floor(s) Occupied by: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Combination <input type="checkbox"/> None</p> <p>10. Approximate Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 plus</p> <p>11. Are customers required to leave a deposit? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, % of deposit required: _____%</p> <p>12. Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None</p>	<p>13. Do you have a refund policy for Mastercard/Visa/Discover Network-PayPal/American Express OptBlue Sales? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check one: <input type="checkbox"/> Exchange <input type="checkbox"/> Mastercard/Visa/Discover Network-PayPal/ <input type="checkbox"/> Store Credit American Express OptBlue Credit If Mastercard/V/Discover Network-PayPal/American Express OptBlue Credit, within how many days do you submit credit transactions? <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14</p> <p>14. Advertising Method (Attach at least one): <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.</p> <p>15. Previous Processor: _____</p> <p>16. Check Reason For Leaving: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: _____</p> <p>17. Does your business offer products and/or services to customers through a mobile application: <input type="checkbox"/> Yes <input type="checkbox"/> No If so, list name of mobile application: _____</p> <p>Mail / Telephone Order / Business to Business / Internet Information (All Questions must be Answered)</p> <p>1. What is the time frame from transaction to delivery? (% of orders delivered in): 0-7 days _____ % + 8-14 days _____ % + 15-30 days _____ % + 31-90 days _____ % + 91-180 days _____ % + over 180 days _____ % = 100%</p> <p>2. Mastercard/Visa/Discover Network-PayPal/American Express OptBlue sales are deposited (check one): <input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input type="checkbox"/> Other (specify): _____</p> <p>3. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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O_WF_R_2604

Merchant Initials: JLE

DBA Name: SYSTEMATIC CONSULTING SERVICES

Merchant #:

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O_WF_R_2604		3. OWNERS / PARTNERS / OFFICERS						O_WF_R_2604			
Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who otherwise has significant responsibility to control, manage, or direct your business.											
OWNER / PARTNER / OFFICER 1					OWNER / PARTNER / OFFICER 2						
Name: (First, MI, Last) Jeremy Ethier				% Ownership: 100		Name: (First, MI, Last)				% Ownership:	
Title: Manager			Telephone #: 978-399-9892			Title:			Telephone #:		
Home Address: (No P.O. Box) 143 Runnells Bridge Road						Home Address: (No P.O. Box)					
City: Hollis		State: NH	Zip: 03049	Country: USA		City:		State:	Zip:	Country:	
D.O.B.:			Social Security #:			D.O.B.:			Social Security #:		
Redacted			Redacted			Redacted			Redacted		
DL #:			State: NH			DL #:			State:		
Redacted			Redacted			Redacted			Redacted		
OWNER / PARTNER / OFFICER 3					OWNER / PARTNER / OFFICER 4						
Name: (First, MI, Last)				% Ownership:		Name: (First, MI, Last)				% Ownership:	
Title:			Telephone #:			Title:			Telephone #:		
Home Address: (No P.O. Box)						Home Address: (No P.O. Box)					
City:		State:	Zip:	Country:		City:		State:	Zip:	Country:	
D.O.B.:			Social Security #:			D.O.B.:			Social Security #:		
DL #:			State:			DL #:			State:		
4. SETTLEMENT INFORMATION											
Deposit Bank:											
Transit/ABA #:						Deposit Account #:					
ACH Detail Flag: <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Combined <input type="checkbox"/> Separate (defaults to Combined if option not selected)											
5. TRANSACTION INFORMATION											
FINANCIAL DATA										WHERE IS SALE TRANSACTED? (Must = 100%)	
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)		\$ 2000000		Avg. Mastercard/Visa/Discover Network - PayPal Ticket (Estimate If Never Processed In Past)		\$ 125,000		Store Front/Swiped		0%	
Average YEARLY Mastercard/Visa Volume		\$ 80000		Avg. American Express OptBlue Ticket (Estimate If Never Processed In Past)		\$ 125,000		Internet		0%	
Average YEARLY Discover Network - PayPal Volume		\$ 10000		Highest Ticket Amount		\$ 250,000		Mail Order		0%	
Average YEARLY American Express OptBlue Volume		\$ 1500000									
Seasonal? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____											
6. GRID INFORMATION - INTERNAL USE ONLY											
AUTHORIZATION GRID ID #: 110				USER DEFINED GRID ID#:				MFC GRID ID: 1566SY01 8-pos. Alpha/Numeric			
Mastercard TIERED GRID ID 8-pos. Alpha/Numeric		Visa TIERED GRID ID 8-pos. Alpha/Numeric		DISCOVER NETWORK - PayPal TIERED GRID ID 8-pos. Alpha/Numeric		AMERICAN EXPRESS OptBlue TIERED GRID ID 8-pos. Alpha/Numeric					
Mastercard CREDIT MPG ID 8-pos. Alpha/Numeric		Visa CREDIT MPG ID 8-pos. Alpha/Numeric		DISCOVER NETWORK - PayPal CREDIT MPG ID 8-pos. Alpha/Numeric		AMERICAN EXPRESS OptBlue CREDIT MPG ID 8-pos. Alpha/Numeric					
Mastercard DEBIT MPG ID 8-pos. Alpha/Numeric		Visa DEBIT MPG ID 8-pos. Alpha/Numeric		DISCOVER NETWORK DEBIT MPG ID 8-pos. Alpha/Numeric							
7. SERVICE FEE SCHEDULE											
Accept all Mastercard, Visa, Discover Network and American Express OptBlue Transactions (presumed, unless any selections below are checked)											
Mastercard			Visa			Discover Network			American Express OptBlue		
<input type="checkbox"/> Mastercard Credit Transactions			<input type="checkbox"/> Visa Credit Transactions			<input type="checkbox"/> Discover Network Credit Transactions			<input type="checkbox"/> American Express Credit Transactions		
<input type="checkbox"/> Mastercard Non-PIN Debit Trans.			<input type="checkbox"/> Visa Non-PIN Debit Trans.			<input type="checkbox"/> Discover Network Non-PIN Debit Trans.					
						Discover Network - PayPal					
						<input type="checkbox"/> Discover Network - PayPal Credit Transactions					
<input checked="" type="checkbox"/> Discount Collected <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Monthly											

O_WF_R_2604

Merchant Initials: JLE

DBA Name: SYSTEMATIC CONSULTING SERVICES

Merchant #:

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O_WF_R_2604		7. SERVICE FEE SCHEDULE (cont'd)								O_WF_R_2604	
Tiered											
Discount Fees (Based on Gross Sales Volume)											
	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee
Mastercard Qual Credit	%	\$	Visa Qual Credit	%	\$	Discover Network-PayPal Qual Credit	%	\$	American Express OptBlue Qual Credit	%	\$
Mastercard Mid-Qual Credit	%	\$	Visa Mid-Qual Credit	%	\$	Discover Network-PayPal Mid-Qual Credit	%	\$	American Express OptBlue Mid-Qual Credit	%	\$
Mastercard Non-Qual Credit	%	\$	Visa Non-Qual Credit	%	\$	Discover Network-PayPal Non-Qual Credit	%	\$	American Express OptBlue Non-Qual Credit	%	\$
Mastercard Worldcard Qual	%	\$	Visa Rewards 1	%	\$						
Mastercard Worldcard Mid-Qual	%	\$	Visa Rewards 2	%	\$						
Mastercard Worldcard Non-Qual	%	\$									
Mastercard Qual Debit	%	\$	Visa Qual Debit	%	\$	Discover Network Qual Debit	%	\$			
Mastercard Mid-Qual Debit	%	\$	Visa Mid-Qual Debit	%	\$	Discover Network Mid-Qual Debit	%	\$			
Mastercard Non-Qual Debit	%	\$	Visa Non-Qual Debit	%	\$	Discover Network Non-Qual Debit	%	\$			
Mastercard Regulated Debit Discount	%	\$	Visa Regulated Debit Discount	%	\$	Discover Network Regulated Debit Disc't	%	\$			
ERR											
	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
Mastercard Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network-PayPal Qual Credit	%	%	American Express OptBlue Qual Credit	%	%
Mastercard Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%			
Pass Through Interchange											
<input type="checkbox"/> Net Only - Includes Dues and Assessments <input type="checkbox"/> Gross Only - Includes Dues and Assessments											
	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		
Mastercard Qual Credit	Redacted	Visa Qual Credit	Redacted	Discover Network-PayPal Qual Credit	Redacted	American Express OptBlue Qual Credit	Redacted				
Mastercard Qual Debit		Visa Qual Debit		Discover Network Qual Debit		American Express OptBlue has Program Pricing and not Interchange and are subject to change.					
Flat Rate											
	Discount Fee		MPG Rate		MPG Per Item						
Mastercard Qualified Credit											
Mastercard Qualified Debit											
Visa Qualified Credit											
Visa Qualified Debit											
Discover Network - PayPal Qualified Credit											
Discover Network - PayPal Qualified Debit											
American Express OptBlue Qualified Credit											
Other Item Rate											
Mastercard Credit	\$	Visa Credit	\$	Discover Network-PayPal Credit	\$	American Express OptBlue Credit	\$				
Mastercard Debit	\$	Visa Debit	\$	Discover Network Debit	\$						
Other Volume %											
Mastercard Credit	%	Visa Credit	%	Discover Network-PayPal Credit	%	American Express OptBlue Credit	%				
Mastercard Debit	%	Visa Debit	%	Discover Network Debit	%						
PIN Debit											
<input type="checkbox"/> Pass Through Debit Network Fees Other Item Rate \$ _____ (per item) Other Volume Percent _____ % (per item)											
Fleet											
WEX: Other Item Rate \$ _____ (per item) Voyager: Qual _____ % Other Item Rate \$ _____ (per item)											
TeleCheck											
<input type="checkbox"/> In-Person Warranty <input type="checkbox"/> Mail Order Warranty <input type="checkbox"/> Single Hold Check Warranty <input type="checkbox"/> Multiple Hold Check Warranty <input type="checkbox"/> In-Person Paper Warranty <input type="checkbox"/> C.O.D. Warranty											
SE # _____ Inquiry Rate _____ % Per TXN Fee \$ _____ Stmt/Processing Fee \$ _____ Dec. Risk Surcharge _____ %											
Monthly Minimum Fee \$ _____ (Per Location) Customer Requested Operator Call (CROC) \$ _____ Unauthorized Return Fee \$ _____											
Miscellaneous Fees											
<input checked="" type="checkbox"/> Dues and Assessments		V/Mastercard Chargeback Fee (Per Item) \$ _____		V/Mastercard Retrieval Fee (12B Letter) (Per Item) \$ _____		Return Trans. Fee (Per Item) \$ _____					
Sales Transaction Fee (Per Item) \$ _____		Batch Fee (Per Item) \$ _____		eIDS Access Fee (Flat Rate) \$ _____		Other:					
EBT - Food Stamps (Per Item) \$ _____		#:		EBT - Cash Benefits (Per Item) \$ _____							
Minimum Monthly Fee \$ _____		Monthly Statement Fee (Acct on File) \$ _____		ACH Reject Fee (Per Item) \$ _____		Pass Visa Trans Integrity Fee		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

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O_WF_R_2604		7. SERVICE FEE SCHEDULE (cont'd)		O_WF_R_2604	
Miscellaneous Fees (cont'd)					
Mastercard License Fee (Per Sales Item) \$ _____		(Sales Volume) _____ %		(Flat Rate) \$ _____	
				<input type="checkbox"/> Monthly <input type="checkbox"/> Annually in December	
Visa Proc Fee (Per Item) \$ _____	Mastercard Proc Fee (Per Item) \$ _____	Visa BIN Fee (Per Item) \$ _____	Mastercard ICA Fee (Per Item) \$ _____		
Pass Visa Fixed Acquirer Network Fee (FANF) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa FANF Card Present Upcharge (Flat Rate) \$ _____	Visa FANF Card Not Present Upcharge (Flat Rate) \$ _____			
Pass Visa Acquirer Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Misuse of Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Zero Floor Limit Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Int'l Acquirer Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Acquirer Support Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Cross Border Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Data Usage Charge <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Acq ISA Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Int'l Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Int'l Service Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Network Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Nat'l Acquirer Brand Usage (NABU) Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Authorization & Capture Transaction Fees			First Data Payeezy Gateway Services		
Mastercard/Visa Auth & Capture Fee: \$ <u>Redacted</u> (per item) Discover Network PayPal Auth & Capture Fee: \$ _____ (per item) American Express OptBlue Auth & Capture Fee: \$ _____ (per item) American Express Pass Through (existing) SE #: _____ Voice Authorization \$ _____ (per item) Electronic AVS Fee \$ _____ (per item) Voice AVS Fee \$ _____ (per item) ARU Fee \$ _____ (per item)			<input type="checkbox"/> Payeezy Gateway Participation Payeezy Gateway Effective Date: _____ Payeezy Gateway One Time Setup Fee \$ _____ (one time) Payeezy Gateway Monthly Fee \$ _____ (monthly) Payeezy Gateway Auth Fee \$ _____ (per item) Payeezy Gateway AVS Fee \$ _____ (per item) Payeezy PayPal Auth Fee \$ _____ (per item) Payeezy PayPal Sale Fee \$ _____ (per item) Payeezy PayPal Return Fee \$ _____ (per item)		
First Data Payeezy Gateway Services Telecheck					
Payeezy Gateway Telecheck Auth Fee \$ _____ (per item)		Payeezy Gateway Telecheck Deposit Fee \$ _____ (per item)		Payeezy Gateway Telecheck Adjustment Fee \$ _____ (per item)	
User Defined Grid Fees			TIN/TFN & Regulatory Product Fees		
Wireless Monthly Service Fee \$ _____	Supplies: \$ _____	Reg. Product Fee (Monthly) \$ <u>Redacted</u>			
AccessOne Fee \$ _____	Other: \$ _____	TIN/TFN Invalid (Monthly) \$ _____			
Customer Service Fee \$ _____	Other: \$ _____	Website Usage (Per Item) \$ _____			
Debit Access Fee \$ _____	Other: \$ _____				
Merchant Fee Control Grid Fees					
Annual Fee \$ _____	Other: PCI Compliance \$ <u>Redacted</u>		Other: \$ _____		
Month _____	<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Annually		<input type="checkbox"/> Per item <input type="checkbox"/> Monthly <input type="checkbox"/> Annually		
Commercial Card Interchange Service Fee		75 % (See Program Guide for details regarding Commercial Card Interchange Service.)			
Pass Visa BIN/ICA Fee (Note: this fee can be used for Shared Systems Only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa BIN/ICA Fee Upcharge (Per Item) \$ _____				
Pass Visa Staged Digital Wallet Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Staged Digital Wallet Fee Upcharge (Per Item) \$ _____				
Pass Visa B2B Virtual Service Fees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Pass Visa File Transmission Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa File Transmission Transaction Fee Upcharge (Per Item) \$ _____				
Pass Visa Acquirer Credit Voucher Data Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Credit Voucher Data Processing Fee Upcharge (Per Item) \$ _____				
Pass Visa Acquirer Data Processing International Return Fee Credit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Credit Upcharge (Per Item) \$ _____				
Pass Visa Acquirer Data Processing International Return Fee Debit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Acquirer Data Processing International Return Fee Debit Upcharge (Per Item) \$ _____				
Pass Visa AFD Non Participation Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa AFD Non Participation Fee Upcharge (Per Item) \$ _____				
Pass Visa International Acquirer Processing Fee Credit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa International Acquirer Processing Fee Debit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Pass Visa Account Verification International, Credit and Debit Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Pass Visa APF Domestic Debit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF Domestic Credit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Pass Visa APF International Debit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa APF International Credit Auth Reversal Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Pass Visa Data Consistency Domestic Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Excessive Auth Attempts Domestic & Cross Border Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Pass Visa Fallback US Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Fallback US Fee Upcharge (Per Item) \$ _____				
Pass Visa Network Acquirer Processing (NAPF) Reversal Fees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Pass Visa Consumer BillPay Participation Fee (Per Item) \$ _____	Visa Consumer BillPay Participation Fee Upcharge (Per Item) \$ _____				
Pass Visa Never Approve Reattempt Fees US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Pass Visa Address Verification Fee US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Address Verification Service Fee US Upcharge (Per Item) \$ _____				
Pass Visa Integrity Detail Report Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Integrity Detail Report Fee Upcharge (Per Item) \$ _____				
Pass Visa Recurring Auth Decline Fee US <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Recurring Auth Decline Fee US Upcharge (Per Item) \$ _____				
Pass Visa Base 2 Returned Item Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Base 2 Returned Item Fee Upcharge (Per Item) \$ _____				
Pass Visa Manual Cash Switch Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Manual Cash Switch Fee Upcharge (Per Item) \$ _____				

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O_WF_R_2604		7. SERVICE FEE SCHEDULE (cont'd)		O_WF_R_2604
Merchant Fee Control Grid Fees (cont'd)				
Pass Visa Magnetic Stripe Contactless Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Magnetic Stripe Contactless Fee Upcharge	(Per Item) \$	
Pass Visa CVV2 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa CVV2 Fee Upcharge	(Per Item) \$	
Pass Visa Estimated Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Estimated Auth Fee Upcharge	(Sales Volume) %	
Pass Visa Incremental Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Incremental Auth Fee Upcharge	(Sales Volume) %	
Pass Discover Card Account Verification Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Card Account Verification Fee Upcharge	(Per Item) \$	
Pass Discover Network Auth Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Network Auth Fee Upcharge	(Per Item) \$	
Pass Discover Program Integrity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Program Integrity Fee Upcharge	(Per Item) \$	
Pass Discover Account Verification Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Account Verification Service Fee Upcharge	(Per Item) \$	
Pass Discover Address Verification Service Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Address Verification Service Fee Upcharge	(Per Item) \$	
Pass Discover Digital Investment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Digital Investment Fee Upcharge	(Sales Volume) %	
Pass Discover Ticket Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Ticket Retrieval Fee Upcharge	(Per Item) \$	
Pass Discover Dispute Fee	(Per Item) \$	Discover Retrieval Fee	(Per Item) \$	
Pass PayPal Participation Authorization Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PayPal Participation Authorization Fee Upcharge	(Sales Volume) %	
Pass American Express OptBlue Access Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Pass American Express OptBlue Network Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Network Fee Upcharge	(Sales Volume) %	
Pass American Express OptBlue Acquirer Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Acquirer Transaction Fee Upcharge	(Per Item) \$	
Pass American Express OptBlue Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Dispute Fee Total	(Per Item) \$	
Pass American Express OptBlue Retrieval Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express OptBlue Retrieval Fee Total	(Per Item) \$	
Pass American Express OptBlue Program Continuation Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Pass Mastercard Processing Integrity Fee Pre Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Pre Auth Upcharge	(Per Item) \$	
Pass Mastercard Processing Integrity Fee Undefined Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Fee Undefined Auth Upcharge	(Per Item) \$	
Pass Mastercard Processing Integrity Fee Final Auth %	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Processing Integrity Fee Final Auth Minimum Per Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Mastercard Processing Integrity Message Format Error Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Message Format Error Fee Upcharge	(Per Item) \$	
Pass Mastercard Processing Integrity Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Processing Integrity Image Fee Upcharge	(Per Item) \$	
Pass Mastercard BIN/ICA Fee (Note: this fee can be used for Shared Systems Only)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard BIN/ICA Fee Upcharge	(Per Item) \$	
Pass Mastercard Kilobyte Clearing US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Kilobyte Clearing US Fee Upcharge	(Per Item) \$	
Pass Mastercard Installment Purchase A, B and Refund A Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Pass Mastercard Decline Service Fee US	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Decline Service Fee US Upcharge	(Per Item) \$	
Pass Mastercard Kilobyte Auth US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Kilobyte Auth US Fee Upcharge	(Per Item) \$	
Pass Mastercard ICA AVS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ICA AVS Fee Upcharge	(Per Item) \$	
Pass Mastercard Digital Enablement Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Digital Enablement Fee Upcharge	(Sales Volume) %	
Pass Mastercard Business to Business US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Business to Business US Fee Upcharge	(Sales Volume) %	
Pass Mastercard SecureCode Transaction Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard SecureCode Transaction Fee Upcharge	(Flat Rate) \$	
Pass Mastercard Location Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Location Fee Upcharge	(Flat Rate) \$	
Pass Mastercard ACQ Interchange Downgrade Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Interchange Downgrade Fee Upcharge	(Per Item) \$	
Pass Mastercard Excessive Auth Attempts US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Excessive Auth Attempts US Fee Upcharge	(Per Item) \$	
Pass Mastercard ACQ Freight Program Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard ACQ Freight Program Fee Upcharge	(Sales Volume) %	
Pass Mastercard Credential Continuity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Credential Continuity Fee Upcharge	(Per Item) \$	
Pass Mastercard Nominal Auth Amount US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Nominal Auth Amount US Fee Upcharge	(Per Item) \$	
Pass Mastercard Merchant Advice Code US Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Merchant Advice Code US Fee Upcharge	(Per Item) \$	
Pass Retrieval Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Received Fax/Mail Fee Upcharge	(Per Item) \$	
Pass Chargeback Received Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Received Fax/Mail Fee Upcharge	(Per Item) \$	
Pass Retrieval Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Retrieval Outgoing Fax/Mail Fee Upcharge	(Per Item) \$	
Pass Chargeback Outgoing Fax/Mail Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Chargeback Outgoing Fax/Mail Fee Upcharge	(Per Item) \$	
Pass Visa Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept/No Accept Fee Upcharge	(Per Item) \$	
Pass Visa Accept 0-20 US Fees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Accept 0-20 US Fees Upcharge	(Per Item) \$	

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O_WF_R_2604		7. SERVICE FEE SCHEDULE (cont'd)		O_WF_R_2604	
Merchant Fee Control Grid Fees (cont'd)					
Pass Visa Dispute Accept 21-25 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 0-20 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Dispute Accept 26-30 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 21-25 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Dispute No Acceptance Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Merchant Response 26-30 Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Retrieval Fulfillment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Retrieval Non-Fulfillment Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Auto Acceptance Fee	(Per Item) \$ _____				
Pass Visa Prearbitration with Qualified Remedy Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Prearbitration with Qualified Remedy Fee Upcharge	(Per Item) \$ _____		
Pass Mastercard Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Accept/No Accept Fee Upcharge	(Per Item) \$ _____		
Pass Mastercard Prearbitration Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Pass Mastercard Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Case Withdrawal Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Mastercard Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Pass Discover Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Accept/No Accept Fee Upcharge	(Per Item) \$ _____		
Pass Discover Lost Case Filing Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Pass American Express Accept/No Accept Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express Accept/No Accept Fee Upcharge	(Per Item) \$ _____		
Pass Dispute Case Mastercard DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Case Mastercard DMS Fee Upcharge	(Per Item) \$ _____		
Pass Dispute Image Mastercard DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Mastercard Presentment Excessive Pages Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Dispute Image Visa DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dispute Image Visa DMS Fee Upcharge	(Per Item) \$ _____		
Pass Visa Pre-Compliance Image Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Incoming Pre-Dispute DMS Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Visa Late Response to Dispute Fee Upcharge	(Per Item) \$ _____		
Pass Mastercard Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Mastercard Late Response to Dispute Fee Upcharge	(Per Item) \$ _____		
Pass Discover Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Discover Late Response to Dispute Fee Upcharge	(Per Item) \$ _____		
Pass American Express Late Response to Dispute Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	American Express Late Response to Dispute Fee Upcharge	(Per Item) \$ _____		
Pass STAR Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	STAR Debit Network Annual Fee Upcharge	(Flat Rate) \$ _____		
Pass Pulse Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pulse Debit Network Annual Fee Upcharge	(Flat Rate) \$ _____		
Pass NYCE Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYCE Debit Network Annual Fee Upcharge	(Flat Rate) \$ _____		
Pass Accel Debit Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Accel Debit Network Annual Fee Upcharge	(Flat Rate) \$ _____		
Pass Culliance Network Annual Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Culliance Network Annual Fee Upcharge	(Flat Rate) \$ _____		
Pass Interlink System Integrity Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interlink System Integrity Fee Upcharge	(Per Item) \$ _____		
Pass Interlink EMV Fallback Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Interlink EMV Fallback Fee Upcharge	(Per Item) \$ _____		
Pass STAR Token Fee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	STAR Token Fee Upcharge	(Per Item) \$ _____		
Pass NACHA Unauthorized Entry Fee	(Per Item) \$ _____	NACHA Unauthorized Entry Fee Upcharge	(Per Item) \$ _____		
Pass Ingenico Monthly Mgt Fee	(Flat Rate) \$ _____				
Other Fees	(Other) \$ _____	Other Fees	(Other) \$ _____		
Security & Compliance Fees					
Clover Security Plus	(Flat Rate per month) \$ _____	PCI Rapid Comply	(Flat Rate per month) \$ _____		
PCI Rapid Comply (Compliance) & Liability Waiver	(Flat Rate per month) \$ _____	Merchant Opted Out	<input checked="" type="checkbox"/> Yes		
Data Protection Only	(Flat Rate per month) \$ _____	Clover Security Essentials	(Flat Rate per month) \$ _____		
Pass PCI Non Compliance Fee (Monthly)	(Flat Rate) \$ <u>19.95</u>	TransArmor Terminal	(Flat Rate) \$ _____		
Clover Fees					
Main Street Insights Fee (per MID)	(Flat Rate) \$ _____	Clover Go Monthly Fee (per MID)	(Flat Rate) \$ _____		
Platform Access Monthly Fee	(Flat Rate) \$ _____	Clover Non-Swiped Authorization Fee	(Per Item) \$ _____		
Wireless Monthly Service Fee	(Flat Rate) \$ _____	Wireless Activation Fee	(Flat Rate) \$ _____		

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O_WF_R_2604	8. EQUIPMENT/THIRD PARTY INFORMATION	O_WF_R_2604
Network (Front End): <input checked="" type="checkbox"/> Omaha <input type="checkbox"/> North <input type="checkbox"/> Nashville <input type="checkbox"/> Buypass Do you use any third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify the Third Party Processor used: <input type="checkbox"/> 00 None <input type="checkbox"/> 01 Yahoo <input type="checkbox"/> 02 Authorize.net <input type="checkbox"/> 03 Cybersource <input type="checkbox"/> 04 Verifone <input type="checkbox"/> 05 Merchant Link <input type="checkbox"/> 06 Shift 4 <input type="checkbox"/> 08 FIS <input type="checkbox"/> 09 Six Payment Services Corp <input type="checkbox"/> 10 Verisign <input type="checkbox"/> 99 Other (please specify) _____ INTERNET GATEWAY: <input type="checkbox"/> First Data Global Gateway <input type="checkbox"/> Other: _____ Wireless Network: _____ PC/Internet Software _____ Quantity _____ <input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Purchase ¹ <input type="checkbox"/> Lease ² <input type="checkbox"/> Existing Terminal Model _____ Quantity _____ <input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Purchase ¹ <input type="checkbox"/> Lease ² <input type="checkbox"/> Existing Printer Model _____ Quantity _____ <input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Purchase ¹ <input type="checkbox"/> Lease ² <input type="checkbox"/> Existing PIN Pad _____ Quantity _____ <input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Purchase ¹ <input type="checkbox"/> Lease ² <input type="checkbox"/> Existing		

¹ Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with POS Equipment Service Inc. for information and pricing and fees for your equipment or hardware. You are not purchasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase of equipment. Your purchase of equipment is subject to separate terms and conditions between you and the equipment seller.

² See Equipment Lease Agreement for the Terms and Conditions governing your leased equipment.

Early Termination Fee \$ 0.00 **The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).** **Merchant Initials** _____

9. SIGNATURE(S)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

On behalf of myself as an individual, the entity on whose behalf I am signing, and its principals (collectively, the Client Parties), (A) I authorize Processor, Servicers, the applicable Payment Networks, and its and their Affiliates, third party subcontractors, service providers, and/or agents: (i) to use, disclose, and exchange amongst them and externally with other third parties, the information in the Agreement and information about each of the Client Parties, (including by requesting and sharing, personal and business consumer reports, bank references, and other information as necessary from time to time), for marketing and administrative purposes, verification purposes, purposes under the Merchant Processing Application and Agreement (MPA), if approved, product improvement, fraud, analytics and any other purposes permitted by law (and to continue to use and share such information following the termination of this Agreement); (ii) to inform me directly about the contents of requested consumer reports (including the name and address of the agency furnishing the report); and (iii) to receive any and all personal and business credit financial information from all references, including banks and consumer reporting agencies, which are hereby released to provide that information; and (B) I certify that: (i) The federal taxpayer identification number and corresponding filing name provided herein are correct; (ii) The statements made and agreed to in this MPA, to which I have not made any alterations or stricken out any language, are true, complete and accurate, and may be relied upon as current unless changed or updated per the Notice provisions of Agreement; (iii) I can read and understand the English language; (iv) I have received and read a copy of the (a) MPA (consisting of Sections 1-9), (b) Program Guide, (c) Confirmation Page (version O_WF_R_2604), and (v) I have authority to bind the entity on whose behalf I am signing below and have the appropriate consents and authority from each of the Client Parties (whether individuals or other entities) to authorize the use and sharing of data described above. Processor's privacy notice is available at www.fiserv.com/privacy.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

Client's Business Principal/Officer:

Signature X  **Title** Manager
Print Name of Signer Jeremy L. Ethier Sr. **Date** 07/20/2023

Processor: First Data Merchant Services LLC

Signature X _____ **Title:** _____

Printed Name: _____ **Date:** _____

Bank: Wells Fargo Bank, N.A.
 (a member of Visa USA, Inc. and Mastercard International, Inc.)
 By: First Data Merchant Services LLC, pursuant to a limited power of attorney.

Signature X _____ **Title:** _____

Printed Name: _____ **Date:** _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature X  **Print Name/Title** Jeremy L. Ethier Sr. **Date** 07/20/2023
 Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC, (the Guaranteed Parties) acceptance of the MPA, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned (Guarantor): (A) Unconditionally and irrevocably guarantees the full payment and performance of Client's obligations (i) as they now exist or as modified under the foregoing agreements, (ii) with or without actual notice of changes, and (iii) during and after the term of the agreements; (B) Waives notice of Merchant's default; (C) Shall indemnify the Guaranteed Parties for any and all amounts due from Client; (D) Warrants, with knowledge that Guaranteed Parties are acting in full reliance on the same, this Personal Guarantee of payment, and not of collection; (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guarantor and not Client, (ii) this is a continuing personal guarantee and shall not be discharged or affected for any reason, and (iii) information about the Guarantor as one of the Client Parties may be used and shared as set forth in Section 9.

Personal Guarantee Signature X _____ **Print Name:** _____ **Date** _____

Personal Guarantee Signature X _____ **Print Name:** _____ **Date** _____

EXHIBIT

C

Cc: Jeremy Ethier <jeremy@scscustom.com>; Jennifer Ezzio <JEzzio@bankmainstreet.com>
Subject: Re: SYSTEMATIC CONSULTING SERVICES - New Application

Hi Jeremy,

Congrats on the approval!

As Joe said after the accounts cycles tonight he will send you the welcome email for the Gateway (virtual terminal) setup. The NMI gateway cost is \$^{Redacted} per month with the first 250 transactions per month are free, after that it would be \$^{Redacted}ea. For security reasons the link Joe will send is advavable for 24 hrs so if you miss the window to activate just email Joe to resend the link.

Welcome aboard,
Mike

Mike Roux

Strategic Payment Systems

O-(781)828.2523

C-(978)337.7126

Mroux@spsProcessing.com

www.spsCreditandProcessing.com

Sent from my iPhone

On Jul 27, 2023, at 10:01 AM, Joe Austin <jaustin@spsprocessing.com> wrote:

Hey Jeremy,

Confirmed! She sent us a message as well.

This will need to cycle overnight, before we can put anything in place for you to start processing though.

Thank You,

Joe Austin / Director of IT

Strategic Payment Systems / Payroc

45 Dan Road, Suite 100 / Canton, MA 02021

(781) 828-2523 Phone & Fax

<http://www.spsprocessing.com/>

D
EXHIBIT

www.spsCreditCardProcessing.com

Sent from my iPhone

On Jul 24, 2023, at 8:43 PM, Mike Roux <mroux@spsprocessing.com> wrote:

Hi Jeremy,
Thank you for putting together the requested documents.
Best regards,
Mike

Mike Roux
Strategic Payment Systems
O-(781)828.2523
C-(978)337.7126
Mroux@spsProcessing.com
www.spsCreditCardProcessing.com

From: Jeremy Ethier <jeremy@scsustom.com>
Sent: Monday, July 24, 2023 8:29 PM
To: Mike Roux <mroux@spsprocessing.com>; Jennifer Ezzio <JEzzio@bankmainstreet.com>
Cc: Joe Austin <jaustin@spsprocessing.com>
Subject: [External] Re: SYSTEMATIC CONSULTING SERVICES - New Application

This Message has originated outside your organization, be cautious clicking links or attachments.
Sender: jeremy@scsustom.com

Hi Mike,

Per your request, please see additional supporting documents.

Best,

Jeremy L. Ethier Sr.
Manager
(978) 399-9892
jeremy@scsustom.com

From: Mike Roux <mroux@spsprocessing.com>
Sent: Monday, July 24, 2023 at 1:09 PM
To: Jennifer Ezzio <JEzzio@bankmainstreet.com>; Jeremy Ethier <jeremy@scsustom.com>
Cc: Joe Austin <jaustin@spsprocessing.com>
Subject: [External] Re: SYSTEMATIC CONSULTING SERVICES - New Application

EXHIBIT

E

Hi Jennifer and Jeremy,

Even though you provided lots of documents with the application they are now requesting the additional.

1- NEED INTERIM 2023 BALANCE SHEET.

P&L 2022 & 2021 (you provided 2022 already). FINANCIALS AREN'T SUPPORTIVE OF RISK.

2- NEED LAST 3 MONTHS BUSINESS BANK STATEMENTS.

3- NEED LAST 3 MONTHS PROCESSING STATEMENTS. **ONCE INFO PROVIDED, I WILL CALL SIGNER DUE TO ID ALERT ON CREDIT REPORT.

Mike

Mike Roux

Strategic Payment Systems

O-(781)828.2523

C-(978)337.7126

Mrroux@spsProcessing.com

www.spsCreditCardProcessing.com

From: Joe Austin <jaustin@spsprocessing.com>

Sent: Monday, July 24, 2023 12:42 PM

To: Mike Roux <mrroux@spsprocessing.com>; Jennifer Ezzio <JEzzio@bankmainstreet.com>

Cc: Jeremy Ethier <jeremy@sescustom.com>

Subject: RE: SYSTEMATIC CONSULTING SERVICES - New Application

Sure Mike,

We submitted the following:

2021:

Form 8879-S Tax Return

Form 1120-S Tax Return For An S Corp

Form 1125-A Cost of Goods Sold

Form 4562 Depreciation and Amortization

Form M-8453C Corporate Tax Declaration

Form 355-7004 Corporate Extension Payment Worksheet

Form 355S S-Corporation Excise Return

Schedule A, B, C, D, E, S, SK

Supporting Documents: Schedule K-1, K-2, K-3

2022:

Balance Sheet

Profit and Loss

Thank you

EXHIBIT

F

Subject: FW: [External] [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

Hi Mike,

This merchant is under review. Please see the email below and ask the merchant to provide the answers and supporting documentation.

Thanks.

Todd Stevens
Strategic Payment Systems
888-332-9140

From: Merchant Services Risk Monitoring <SVC-CreditRiskManager@fiserv.com>
Sent: Monday, October 9, 2023 2:20 PM
To: Todd Stevens <tstevens@spsprocessing.com>; Jon Stevens <jstevens@spsprocessing.com>
Subject: [External] [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

This Message has originated outside your organization, be cautious clicking links or attachments.
Sender: svc-creditriskmanager@fiserv.com

Date: 10/09/2023

MID: 550594010304947
DBA: SYSTEMATIC CONSULTING SERVICES

Hello,

This merchant account is currently in review due to unusual account activity. The Risk Monitoring Team has identified the merchant has processed a sale larger than normal or an increase in volume. If you would like to handle the initial communication, please advise within the next 24 business hours. Otherwise, we will be contacting the merchant directly and requesting the following information:

- Reason for the large sale(s).
- A copy of the invoice(s) for the sale(s) in question.
- The cardholder's name, billing address, and contact phone number
- Delivery timeframe for product (s) / service (s).
- Last 3 months of bank statements
- Projection for future large sale activity.

TRANSACTION LIST
37674XXXXXX1002 24-SEP 59,670.10

37674XXXXXX1002 06-OCT 39,454.97

EXHIBIT

G

From: Mike Roux <mrroux@spsprocessing.com>
Date: Friday, October 13, 2023 at 10:14 PM
To: Todd Stevens <tstevens@spsprocessing.com>, Jeremy Ethier <jeremy@scscustom.com>
Cc: Jeremy Ethier <jeremy@systematicconsultingservices.com>
Subject: Re: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

Hi Jeremy,

I just saw the email from Todd this evening but had your old address so I am forwarding to the email you provided me today.

Mike

Mike Roux
Strategic Payment Systems
O-(781)828.2523
C-(978)337.7126
Mrroux@spsProcessing.com
www.spsCreditCardProcessing.com

Sent from my iPhone

On Oct 13, 2023, at 7:11 PM, Todd Stevens <tstevens@spsprocessing.com> wrote:

Hi Jeremy,

I was hoping to have news of a resolution by now, but that is not the case. The last news I received, which was about an hour ago is that they were trying to clear most of the reviews by the end of day but they are slammed. I am heading out now, but I will keep checking my email for any updates and will forward any if I receive them over the weekend.

Todd Stevens
Strategic Payment Systems
888-332-9140

From: Todd Stevens
Sent: Friday, October 13, 2023 10:31 AM
To: jeremy@systematicconsultingservices.com
Cc: Mike Roux <mrroux@spsprocessing.com>
Subject: FW: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

Hi Jeremy,

I spoke with Mike Roux this morning and he informed me of your call with First Data regarding the Risk Review. I spoke to a First Data Customer Service Manager a few minutes ago and

forwarded her BOTH the email I sent to Risk on Tuesday morning with the information you provided along with the email your received with the additional 10+ questions.

Below is a copy of the email that I sent to Risk on Tuesday morning. Apparently, the rep you spoke with for some reason was unaware this information had already been provided. The Customer Service Manager was going to contact a Manager in Risk to try to get this review completed today. Unfortunately, First Data's Risk Team only responds to us via email and that is why I solicited the Customer Service Manager to intercede on our behalf. I will send you an update as soon as I have one.

I can understand and your frustration. I just want to assure you this miscommunication was not a result of SPS not providing the requested documentation. I apologize for the inconvenience and lack of communication.

Best regards,

Todd Stevens
Strategic Payment Systems
888-332-9140

Todd Stevens
Strategic Payment Systems
888-332-9140

From: Todd Stevens
Sent: Tuesday, October 10, 2023 10:48 AM
To: Merchant Services Risk Monitoring <SVC-CreditRiskManager@fiserv.com>
Cc: Mike Roux <mroux@spsprocessing.com>
Subject: [RFI-188635]: Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

The merchant's responses are below and the invoices and bank statements are attached. These transactions are well within the underwritten assumptions of the MPA. We also submitted the merchant's P&L and Balance Sheet as part of the approval process. This should be normal processing activity for this merchant.

Please let me know if you need anything else.

Thanks.

Todd Stevens
Strategic Payment Systems
888-332-9140

From: Andrew Pulsifer <andrew@systematicconsultingservices.com>
Sent: Monday, October 9, 2023 7:52 PM

To: Todd Stevens <tstevens@spsprocessing.com>; Jon Stevens <jstevens@spsprocessing.com>;
Mike Roux <mroux@spsprocessing.com>
Cc: Jeremy Ethier <jeremy@systematicconsultingservices.com>
Subject: [External] Risk Review Notification-SYSTEMATIC CONSULTING SERVICES

This Message has originated outside your organization, be cautious clicking links or attachments.
Sender: andrew@systematicconsultingservices.com

Hello,

Reason for large sale: Our client has 5 properties. All of which are undergoing construction projects. We informed SPS that our transactions would be anywhere from \$10k to \$80k depending on completion of projects.

Copy of Invoices: please see attached compressed files.

Cardholder's Name, Address, Phone #:
Carolyn Applebury
234 Merriam Ave
Leominster, MA 01453
(617) 749-8831

Delivery Timeframe: Card is only charged once scope of work is completed or vendor requests a deposit for services to be rendered and with approval of the Owner.

Last 3-months bank statements: please see attached compressed file.

Projection future large sale activity: Like we stated when we opened the account, transactions will range from 10k-80k depending on completion of projects at multiple locations.

Let us know if there is anything else you need.